State of Idaho Various Agencies Various State Agencies located throughout Idaho \*\*\*\*

Various, ID 83701



State of Idaho Various Agencies

THIS NUMBER MUST
APPEAR
ON ALL DOCUMENTS

Statewide Blanket Purchase Order SBPO1235 - 05 Agency Internal Nbr: ITBO2491

## Statewide Blanket Purchase Order CHANGE ORDER - 05

**DELIVER** State of Idaho Various Agencies

TO: Various State Agencies located throughout Idaho

\*\*\*\*

Various, ID 83701

frank.pierce@adm.idaho.gov

**Date: Wed Sep 20, 2006** 

F.O.B: Destination

Terms:

#### **VENDOR:**

**XPEDX** 

432 Steelhead Way Boise, ID 83704 Attn: Sales Assistant Vendor Nbr:

Emailed To: Lori.Wilmot@ipaper.com

Phone: 208-375-3110 Fax: 208-376-9624

**Account Number: P00000051502** 

Start of Thu Sep 01, 2005

**Service Date** 

Fri Aug 31, 2007

End of Service Date:

ITB02584

RFQ#: From: <u>RFQ01336</u> DOC#: <u>SBPO1236 - 02</u>

PREQ10100

File	e(s) Attached:
	XPEDX_02_16_06Pricing.xls
	XPEDX_New_Pricing_02_06.xls
	XPEDX_05_23_06Pricing.xls
	XPEDX_10_09_06Pricing.xls

Buyer: **DICK VOGEL** 208-332-1605

Item No	Description	Quantity UOM	Unit Price	EXTENSION
	BLANKET PURCHASE AGREEMENT ( line item particulars follow )	1 lot		999967.20
	Total:			999967.20

#### CONTRACT SBPO 1235 - AMENDMENT NUMBER FIVE

This contract amendment and the provisions hereof are hereby attached to and made part of that State of Idaho contract number SBPO 1235-04, dated August 26, 2006 ("Contract") for Bond Paper, for VARIOUS STATE OF IDAHO AGENCIES, INSTITUTIONS, AND DEPARTMENTS, between XPEDX, as "Contractor" and the State of Idaho as "State." Contractor and State hereby agree as follows:

All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. The effective date of this Amendment is October 9, 2006.

1) Effective October 9, 2006 there will be a price increase, for Area B, for White Bond Paper. Pricing is attached.

Contract For: Xerographic Bond Paper Contract Usage Type......Mandatory Use

Public Agency Clause: .....Yes

## Blanket Comments:

Contractor Name: XPDEX
Contractor's Primary Contact

E-Mail:.....judy.liedtke@ipaper.com

Contract Administration:.... Dick Vogel --- Phone Number:......208-332-1605

---E-Mail:.....dick.vogel@adm.idaho.gov

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

Item No	Description	Quantity UOM	Unit Price	EXTENSION
001	BOND PAPER CONTRACT AREA B	1 LOT	999967.20	999967.20
	(645-21) (nt)			
General	QUANTITIES: The State of Idaho, Division of Purch of quantities and will not be held responsible for figure			
<b>Comments:</b>	Order Placement Address:			
	Company Name:XPEDX			
	Name:customer service			

	Phone208-375-3110	
	e-mailNone	
	Payment Address:	
	Company Name:XPEDX	
	Address013745 Collections Drive	
	City, State, Zip:Chicago, IL 60693	
	THIS CONTRACT, (including any files attached), CONS	TITUTES THE STATE OF
	IDAHO'S ACCEPTANCE OF YOUR SIGNED BID, QU	
	(including any electronic bid submission), WHICH SUBM	
	INCORPORATED HEREIN BY REFERENCE AS THO	UGH SET FORTH IN FULL.
	In the event of any inconsistency, unless otherwise provide shall be resolved by giving precedence in the following or	
	1. This Statewide Blanket Purchase Order document.	
	2. The state of Idaho's original solicitation document.	
	3. The Contractor's signed bid, quotation, or offer.	
	INVOICES MUST BE SENT TO THE IDAHO ORDERI	NG AGENCY.
Instru	uctions:	
Freig	ht / Handling Included in Price	,
		By: DICK VOGEL
		J

# Xerographic Bond Paper Contract, Price Schedule

#### **XPEDX**

Area B: Major Points-Boise and Twin Falls

Item	Color	Size	Basis	Paper	Paper	Price Effective	1	Carton	10 (	Cartons	Р	allet	Tru	ck
				Number	Manufacturer	Through	1	0 rms	10	00 rms	40	0 rms	8400 F	RMS
1	White DP	8.5 X 11	20#	552954	Grays Harbor	10/8/2006	\$	2.31	\$	2.30	\$	2.26	\$	2.20
2	White DP	8.5 X 14	20#	553434	Grays Harbor	10/8/2006	\$	2.94	\$	2.94				
3	White DP	11 X 17	20#	553435	Grays Harbor	10/8/2006	\$	4.66	\$	4.59				
4	White DP, 3-hole	8.5 X 11	20#	553437	Grays Harbor	10/8/2006	\$	2.51	\$	2.48	\$	2.45		
5	Colored Bond, DP	8.5 X 11	20#	See Below	Hammermill		\$	2.89	\$	2.85	\$	2.85		
6	White, Bond Recycled	8.5 X 11	20#		Grays Harbor	10/8/2006	\$	2.51	\$	2.47	\$	2.47		
7	White, Bond	8.5 X 11	20#	563624	Grays Harbor	10/8/2006	\$	2.45	\$	2.42	\$	2.41		

Has Public Agency Clause Inside Deliver Charge

\$15.00

Item	Color	Size	Basis	Paper	Paper	Price Effective	1 (	Carton	10 (	Cartons	Pa	allet	Truck	<
				Number	Manufacturer	On	10	rms (	10	00 rms	400	) rms	8400 RI	MS
1	White DP	8.5 X 11	20#	552954	Grays Harbor	10/9/06	\$	2.48	\$	2.47	\$	2.42	\$	2.36
2	White DP	8.5 X 14	20#	553434	Grays Harbor	10/9/06	\$	3.15	\$	3.15				
3	White DP	11 X 17	20#	553435	Grays Harbor	10/9/06	\$	5.00	\$	4.92				
4	White DP, 3-hole	8.5 X 11	20#	553437	Grays Harbor	10/9/06	\$	2.69	\$	2.66	\$	2.63		
5	Colored Bond, DP	8.5 X 11	20#	See Below	Hammermill		\$	2.89	\$	2.85	\$	2.85		
6	White, Bond Recycled	8.5 X 11	20#		Grays Harbor	10/9/06	\$	2.73	\$	2.69	\$	2.69		
7	White, Bond	8.5 X 11	20#	563624	Grays Harbor	10/9/06	\$	2.63	\$	2.59	\$	2.58		

Colored Bond Pricing

<u> </u>
8.5X11 20# 10M Blue
8.5X11 20# 10M Buff
8.5x11 20# 10m Canary
8.5x11 20# 10m Cherry
8.5x11 20# 10m Goldenrod
8.5x11 20# 10m Gray
8.5x11 20# 10m Green
8.5x11 20# 10m Ivory
8.5x11 20# 10m Lilac
8.5x11 20# 10m Pink
8.5x11 20# 10m Salmon
8.5x11 20# 10m Tan

20#	186124	Hammermill	2.89	2.85	2.85
20#	174900	Hammermill			
20#	369791	Hammermill			
20#	172754	Hammermill			
20#	175319	Hammermill			
20#	186476	Hammermill			
20#	369301	Hammermill			
20#	185127	Hammermill			
20#	174347	Hammermill			
20#	226999	Hammermill			
20#	174901	Hammermill			
20#	174351	Hammermill			•

#### **GENERAL SPECIFICATIONS**

**SIZE AND TRIM**: Standard finish sheets of size 8-1/2" x 11" shall have a plus or minus tolerance of 1-3/2" for both directions. Each sheet shall be square to 1/32" diagonal variation. Adjacent sheets in a ream shall not differ any more than 1/32" in either direction. With one 8-1/2" side designated as the reference side or line, the opposite 8-1/2" side shall be parallel to the referenced side within 0.025", and the adjacent sides (long dimensions) shall be perpendicular to the referenced side within 0.025".

Xerographic Multi-Purpose bond & premium bond may be mill or private brand. It is preferred all bond be listed in the "The Competitive Grade Finder, Thirty-Eighth Edition 2004/2005". Paper not so listed will be considered and evaluated by the Division of Purchasing to determine acceptability. Vendors submitting bids for paper not listed in the Grade Finder must submit with their bid, adequate documentation from the mill showing the paper bid meets or exceeds the minimum Grade Finder specifications and may be required to submit a maximum of 3 reams of paper for evaluation. The Division of Purchasing will be the final authority on acceptability of paper.

**PACKAGING:** 500 Sheets per ream, each package shall be completely wrapped and sealed against moisture. Each carton shall contain paper of one type and size only, the quantity of reams per carton for 8 ½" X 11", 8 ½" X 14", and 8 ½" X 11" 3 hole punch shall be ten (10) only. Each carton of 11" X 17" shall contain paper of one type and size only, the quantity of reams per carton shall be five (5) only. The shipping carton shall have no slack space that will allow crushing or distortion from palletizing or stacking.

**WARRANTY:** The paper shall not emit any obnoxious or irritating odor, nor release volatile gases in sufficient quantities to be harmful to human health when heated to temperatures normal in machine operations. The paper shall be free from defects that may affect appearance or serviceability.

Xerographic Multi-Purpose bond to be designed for guaranteed performance in high-speed xerographic copiers, offset duplicators, high-speed printers, inkjet printers, and plain paper facsimile.

Paper shall not have curl which may hinder its use for making Xerox 5390, Xerox 6135 and/or

other major brands copy equipment, including back-to-back and high-speed machine collating. The natural curl of the sheets shall be away from the wire side.

When notified of a problem, the contractor must respond to the agency no later than the next working day after notification. Investigation and disposition shall be completed within ten (10) working days after notification to the contractor by any participating state agency that the paper does not perform satisfactorily. Paper found to be unsatisfactory resulting from; deviations from requirements or inherent characteristics after investigation by State of Idaho, Division of Purchasing, shall be immediately replaced.

under this contract. All deliveries within a fifty- (50) mile radius of Coeur d'Alene, Lewiston, Boise, Twin Falls, Pocatello and Idaho Falls shall be F.O.B. destination. The Minimum shipment shall be 1 carton (10 reams) within the fifty- (50) mile radius. For all deliveries over a fifty (50) mile radius, from Coeur d'Alene, Lewiston, Boise, Twin Falls, Pocatello and Idaho Falls, the minimum shipment quantity qualifying for F.O.B. destination with all transportation and handling charges prepaid by the vendor shall be ten (10) cartons (100 reams). The ten cartons can be a mix of white and colored bonds. Any order for less than 10 cartons may be shipped with the freight prepaid and included as a separate item on the invoice, no additional costs will be added to the freight charge for any reason. All back orders will be shipped without charges.

**QUANTITY:** The quantities listed in the bidding schedule were derived from the 2004 usage reports. The listed quantities cannot be guaranteed. The actual quantities ordered may be more or less.

#### **GENERAL SPECIFICATION CONT'D**

#### **DELIVERY CONT'D**

If there is an extra charge for inside delivery, it must be identified and the measurement method (cost per delivery, per box, per M etc) must be detailed on the bid schedule.

If ordered by an agency, the separate inside delivery charges must be prepaid and added to the invoice as a separate line item.

All deliveries (except truckload) shall be completed within ten (10) working days ARO to all locations within the specified delivery zone(s). Truckload deliveries shall be completed in not more than 45 calendar days ARO.

**PRICE ADJUSTMENT CLAUSE:** Price shall remain firm for the first ninety- (90) days of the contract, except for decreases (see below for decreases).

<u>Increases</u>: After the first ninety- (90) days of the contract, prices may be increased only upon the approval of the Division of Purchasing and will be effective no sooner than ninety- (90) days after the previous price increase. Requests for price increases must be accompanied by documentation from the mill to justify the increase. Increases to the State shall not exceed the percent of increase from the mill to the contractor, and will be applied to the actual cost of materials only (not cost of packaging and delivery).

The Division of Purchasing reserves the right to accept an increase or cancel the contract. Increases shall become effective only on new orders place by state agencies after the effective date of the increase(s).

<u>Decreases</u>: The State shall be given the immediate benefit of any price decrease. The contractor shall promptly notify the Division of Purchasing of the amount and effective date

of each decrease. This decrease shall apply to orders placed on or after the effective date of the decrease. Invoices shall reflect prices in effect on the date the order was written.

Should such decreased prices again increase during the term of the contract, including extensions, the Division of Purchasing shall honor the increase if it does not exceed the original contract price and if acceptable documentation verifying the increase is submitted to the Division of Purchasing. The Division of Purchasing shall determine what is acceptable documentation.

**REPORTS**: The contractor will be required to submit, to the Division of Purchasing, quarterly reports that provide the following minimum information:

- Usage reports by Public Agency and by Public Agency receiving location, indicating the types of paper received, total quantity of each type received and total cost of order.
  - a.1. Public Agency as defined in Section #67-2327 of the Idaho Code, which reads: "Public Agency" means any city or political subdivision of this state, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties; cities or any political subdivision created under the laws of the State of Idaho.
- b. Custom reports that may be requested from time to time by the Division of Purchasing.
- c. The report must be broken down by the three designated areas, A, B, and C.

Reports will be due to the Division of Purchasing at the end of the first quarter (90 days) of the contract and each quarterly anniversary thereafter.

#### SPECIFICATIONS FOR WHITE XEROGRAPHIC MULTI-PURPOSE BOND

#### Items #1, 2, and 3 Xerographic Multi-Purpose bond.

SIZE8-1/2" X 11", 8-1/2" x 14", and 11" x 17"
BASIS20#, Long Grain
CALIPER0039 to .0043 Target .004
GRADEPremium No.4 Sulphite, Unwatermarked
SMOOTHNESS, Sheffield (Avg.)
Wire Side140 to 180 with a target of 160
Felt Side 140 to 180 with a target of 160
STIFFNESS (Taber) Machine Direction (MD) 1.9 and Cross Direction (CD) .9
ACIDITY pH (Minimum5.5
ASTM Type III permanence level.
COLORSWhite
BRIGHTNESS (Minimum)83
OPACITY (Minimum)87
MOISTURE (Minimum)4.5 Average +/5%
CALCIUM CARBONATE CONTENT (Minimum)2%

<u>Items #4</u> Xerographic Multi-Purpose bond. Standard 3/hole punched xerographic Multi-Purpose bond, 4-1/4" center to center on one 11" side, 5/16" diameter hole, centerline of holes shall be 3/8" (plus/minus 1/32") from the 11" vertical edge. The center hole shall coincide with the horizontal center line (plus/minus 1/32") of the sheet.

# SPECIFICATIONS FOR XEROGRAPHIC MULTI-PURPOSE PURPOSE COLORED BOND

## **ITEM #5** Colored Multi-Purpose xerographic bond.

SIZE8-1/2" X 11"
BASIS20#, Long Grain, Approximate Caliper .0041
GRADEPremium No.4 Sulphite, Unwatermarked
SMOOTHNESS, Sheffield (Avg.)
Wire Side185
Felt Side170
STIFFNESS (Taber) Machine Direction (MD) 1.9 and Cross Direction (CD) .9
ACIDITY pH (Minimum)5.5
ASTM Type III permanence level.
OPACITY (Minimum)87
MOISTURE (Minimum) 4.5 Average +/5%
CALCIUM CARBONATE CONTENT (Minimum)2%
Standard colors shall be, Blue, Buff, Canary, Goldenrod, Green, Ivory, Pink & Salmon,

#### SPECIFICATIONS FOR RECYCLED XEROGRAPHIC MULTI-PURPOSE BOND

<u>Item #6</u> Recycled xerographic Multi-Purpose bond. 10/30 RECYCLED CONTENT, 30% Pre-consumer, 10% Post-consumer. Total: 40% Recycled.

SIZE8-1/2" X 11"
BASIS20#, Long Grain.
CALIPER0039 to .0043 Target .0041
GRADENo.4 Sulphite, Unwatermarked
SMOOTHNESS, Sheffield (Avg.)
Wire Side130
Felt Side170
STIFFNESS (Taber) Machine Direction (MD) 1.9 and Cross Direction (CD) .9
ACIDITY pH (Minimum5.5
ASTM Type III permanence level.
COLORSWhite
BRIGHTNESS (Minimum)80
OPACITY (Minimum)87
MOISTURE (Minimum) 4.5 Average +/5%
CALCIUM CARBONATE CONTENT (Minimum)2%

### SPECIFICATIONS FOR WHITE PREMIUM BOND PAPER

### Item #7 White Premium Bond, Multi-Purpose

SIZE8-1/2" X 11"
BASIS20#, Long Grain
CALIPER0039 to .0043 Target .0041
GRADENo.1 Premium Sulphite, Unwatermarked
SMOOTHNESS, Sheffield (Avg.)
Wire Side140 – 180 with target of 160
Felt Side 140 – 180 with target of 160
STIFFNESS (Taber)Machine Direction (MD) 1.9 and Cross Direction (CD) .9
ACIDITY pH (Minimum)5.5
ASTM Type III permanence level.
COLORSWhite
BRIGHTNESS (Minimum)88
OPACITY (Minimum)87
MOISTURE4.5 average +/- 0.5%
CALCIUM CARBONATE CONTENT (Minimum)2%

PRICE LIST ACCESS: At any time during the Contract and for a three (3) year period following the end of the Contract, the State reserves the right to request from the Contractor access to and/or a copy of the applicable price list used for the Contract's pricing basis for Contract pricing verification. Failure to provide the requested price list within three (3) business days following the State's request may result in Contract termination.

EXCEPTIONS TO USE: Unless this Contract is designated "optional use" or other exceptions to use are listed in the State's bidding documents, State agencies will obtain their requirements from this Contract. The State reserves the right to purchase property elsewhere on an emergency basis where delivery or minimum order requirements (including shipments with prepaid freight charges added) are restrictive or burdensome.

PAYMENTS - PURCHASING CARD: Payments for rentals and/or purchases under this Contract may be made by state agencies using the State of Idaho's MasterCard Purchasing Card (Pcard). The Contractor agrees to accept Pcard payments without any additions or surcharges. The State retains the option to use the state of Idaho Purchasing Card for the purchase of supplies or services listed in the contract in lieu of issuing a Purchase Order. The Contractor may receive orders by phone, facsimile or other forms of notification from authorized State employees. The State will not be responsible for orders placed by unauthorized employees. The Contractor may process a payment in the credit card network, ONLY upon shipment of supplies or performance of the services ordered by the State agency. For partial shipments or performance, the Contractor may process a payment only for the amount shipped or completed and NOT for the entire amount ordered by the State agency. Upon shipment or completion of the remaining order, the Contractor may process a payment request in the credit card network for the remainder of the order. The Contractor will receive payment through its merchant bank for credit card processing, within the time frame agreed upon between the Contractor and its merchant bank. The Contractor should expect normal processing fees from its merchant bank for payment card transaction which may not be passed on to the agency making the purchase.

RECORDS MAINTENANCE: The Contractor shall maintain or supervise the maintenance of all records necessary to properly account for all payments made to the Contractor for the costs authorized by this Contract. These records shall be retained by the Contractor for at least three (3) years after the Contract terminates, or until all audits initiated within the three (3) years have been completed, whichever is later.

AUDIT RIGHTS: The Contractor agrees to allow State and Federal auditors and State agency staff access to all the records relating to this Contract, for audit, inspection, and monitoring of services or performance. Such access will be during normal business hours or by appointment.

